

IMPORTANT NOTICE - PLEASE READ & SIGN/ACCEPT

Exclusion of liability - waiver of right to sue - your assumption of risk - these conditions affect your legal rights!

Melbourne Shwetambar Jain Sangh Incorporation (MSJS Inc.), organises spiritual and non-spiritual activities including, but not limited to Jain religious celebrations, Children art, Cultural events, Yoga, Meditation, and Language learning etc. on regular basis throughout the year. MSJS Inc., uses MSJS Centre located at 124-126 Rowans Road, Moorabbin, Victoria-3189, Australia, as a primary activity hub along with various council/private hired facilities time to time. Every Activity run by MSJS Inc. or under the banner of associated subsidiary e.g. Virti Vrund, etc. at any venue including primary activity Hub or at hired venues are subject to the following conditions:

1. By attending or providing services or by using any of the facilities at the MSJS Centre primary hub or any hired venues by MSJS Inc. the attendees/participant and service providers are deemed to agree to these conditions.
2. MSJS Inc., and its Trustees and any MSJS Inc. Member and MSJS Inc. community Member, or Service Provider to MSJS Inc., are not liable to the attendees/participant of the MSJS organised events, his/her dependents or legal representatives for personal injury or death suffered by the attendees because the events activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by MSJS Inc.
3. The attendees/participant acknowledges that any such activities can be dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the attendees assumes and accepts all such risks and hereby waives the right to sue MSJS Inc. and its Trustees and MSJS Inc. Member and MSJS Inc. Community member for any personal injury or death in any way whatsoever caused by or arising from the attendee's participation in such activities.
4. **WARNING:** If you participate in these activities your rights to sue the "Service Provider and MSJS Inc. and its Trustees and MSJS Inc. Member and MSJS Inc. Community Member" under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in paragraphs 2 and 3 above. **NOTE:** The change to your rights, as set out herein, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Regulations 2012 and section 23(3) (b) of the Australian Consumer Law & Fair Trading Act 2012.
5. The attendees/participant agrees to pay the cost of and authorises MSJS Inc. to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
6. While in the MSJS Inc. venue you consent to images and video being taken for security or promotional purposes of yourself, your children or of children for whom you are responsible.
7. The attendees/participants must comply with all signs or other directions of MSJS Inc. Management Committee and/or specific event leads of the day and it may suspend or cancel the attendees/participants' access to MSJS Inc. venue or any other hired venue's by MSJS Inc. in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct.
8. This agreement:
 - a. is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction, and;
 - b. if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

Name:

Signature:

Date: